

Agreement for Wireless Internet Access

This WIRELESS INTERNET ACCESS AGREEMENT (this "Agreement") is entered into this _____ day of _____, _____, between OKWiFi, Inc. ("OKWIFI"), and _____ ("Client").

1. OKWIFI shall provide Client with a wireless connection to the Internet (the "Connection") with a _____ **Mbps** download speed, _____ **Kbps** upload speed. In consideration for the Connection, Client shall pay OKWIFI the sum of \$_____ each month during the term hereof plus a one time activation fee of \$_____ which shall be due upon Client execution hereof. OKWIFI will loan to Client such equipment as may be necessary to establish and activate the Connection, which may include, but shall not be limited to, receiving antenna, radio equipment and the demarcation point (the "OKWIFI Equipment"). Client shall bear all risk of loss in respect to the OKWIFI Equipment and shall return the OKWIFI Equipment to OKWIFI in good working order within ten (10) days of the date of any termination of this Agreement.

2. Payment for service should be in the form of Major Credit Card Paid through OKWiFi web site. (we accept Visa, Master Card and American Express). If Client does not return all of the OKWIFI Equipment to OKWIFI in good working order within ten (10) days of the date of the termination of this Agreement by either party, Client authorizes OKWIFI to submit a charge on Client's credit card account in the amount of the replacement value of the OKWIFI Equipment. If Client does not wish to use a credit card, a security deposit of \$499.00 shall be deposited with OKWIFI. This deposit will be refunded when all of the OKWIFI Equipment is returned to OKWIFI in good working order.

3. Client understands that the Connection operates through an Ethernet connection. The Ethernet card shall be provided and installed by Client, at Client's expense.

4. OKWIFI shall not be responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between the antenna at Client's location and the POP which causes degradation or loss of service.
- Debris or ice on the antenna located at Client's location.
- Re-aiming the antenna located at Client's location more than 10 days after its installation.
- Repair or restoration of any structure or surface altered or penetrated by OKWIFI during the installation or removal of the antenna, mast, tripod, wiring or any other OKWIFI Equipment located at Client's location.

5. Client agrees to comply with OKWIFI's published acceptable use policy in respect to all use of the Connection.

6. Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, OKWIFI will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within 15 days of Client's notice to OKWIFI of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement pursuant to the preceding sentence, Client shall receive a refund of a pro rata portion of the service fee for any period in excess of forty-eight

(48) hours that Client has paid for service, but the Connection was not operational.

7. Client acknowledges that activation and installation fees are non-refundable after the Connection becomes operational (the "Activation Date"). In the case of self install customers, the Activation Date is the first date of data transfer or fourteen (14) days, whichever comes first.

8. The term of this Agreement shall commence on the Activation Date and shall end _____ months after the Activation Date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of thirty (30) days in length until such time as either party provides said thirty (30) day notice of termination. OKWIFI may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change. In the event that the Activation Date is delayed as a result of Client's failure to provide access or any site condition necessary to make the Connection operational, the term of this Agreement shall commence on the date on which OKWIFI first attempts to install the OKWIFI Equipment.

9. The Connection is intended solely for use within the home, apartment or office building in which it is originally installed. Client may not share the connection with other locations, unrelated parties, other business entities or their employees. Reselling Internet services obtained through the Connection is strictly prohibited.

10. If Client terminates this Agreement anytime after the initial thirty (30) day period, but before expiration, or if Client's use of the Connection is terminated by OKWIFI for violation of OKWIFI's acceptable use policy, Client shall pay, immediately, a lump sum equal to their remaining contract term plus a fee assessed for the extra time and effort for OKWIFI's staff enforcing the Acceptable Use Policy (AUP).

11. Through the Connection OKWIFI provides Client access to the Internet. Client hereby acknowledges that the Internet is a separate and independent network of computers which is not owned, operated or managed by OKWIFI or in any way affiliated with OKWIFI or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond OKWIFI's authority and control.

12. The Connection and OKWIFI's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by OKWIFI to be inappropriate or improper, such as transmitting bulk e-mail messages.

Client: _____
Date

OKWiFi: _____
Date

14. Permitting & Landlord Approval

It is Client's responsibility to obtain any required permits or Landlord approval for the installation of OKWIFI Equipment on property not owned by Client or subject to any restriction or building code provision requiring a building permit for such installation. Any fees relating to the termination of service relating to Landlord or building code disputes will be solely the responsibility of the Client.

Landlord consents to the installation, maintenance and removal of equipment required for the Connection.

Signature of Landlord for Approval

15. OKWIFI makes no warranty, express or implied, including, but not limited to, that the Connection is suitable for a particular purpose. OKWIFI shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused. Use of any information obtained through OKWIFI's network shall be at Client's own risk. OKWIFI specifically disclaims any responsibility for the accuracy or quality of information obtained through the Connection.

16. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. As a result, OKWIFI does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold OKWIFI and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement.

17. Client consents to the periodic monitoring of Client's use of the Connection and OKWIFI's network by OKWIFI as may be reasonably required by OKWIFI to conduct its quality control activities for the benefit of both the Client, as well as OKWIFI's other Clients and Business Partners.

18. Upon the occurrence of a breach by Client of any provision hereunder, OKWIFI reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client thereunder. Client agrees to pay all costs incurred by OKWIFI in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.

19. This Agreement is deemed to be entered into in the State of Illinois and the parties agree that any dispute arising under this Agreement shall have its venue in Kane County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.

20. OKWIFI may assign this Agreement without Client's prior consent and all of OKWIFI's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of OKWIFI. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, OKWIFI may refer to Client as its customer.

22. OKWIFI may modify these terms and conditions upon written notice published on its web site. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement.

23. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

24. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).

25. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Client: _____
Address: _____

_____, **Oklahoma** _____
Phone: (____) _____ - _____
Fax: (____) _____ - _____
E-mail: _____

Signature: _____ **Date** _____

OKWIFI: OKWiFi, Inc.
Address: P.O. Box 1014
Edmond, OK 73083
Phone: 405-340-7845
Fax: 405-341-3601
E-mail: Support@okwifi.com

Signature: _____ **Date** _____